

1 Kathryn J. Halford (State Bar No.68141)
2 Elizabeth Rosenfeld (State Bar No. 106577)
3 Michael Odoca (State Bar No. 260022)
WOHLNER KAPLON PHILLIPS
YOUNG & CUTLER
A Professional Corporation
16501 Ventura Boulevard, Suite 304
Encino, California 91436
Telephone: (818) 501-8030
Fax: (818) 501-5306
kjhalford@wkpyc.com
rosenfeld@wkpyc.com
modoca@wkpyc.com

8 Attorneys for Plaintiff

10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **(Western Division)**

13 BOARD OF TRUSTEES OF THE
14 TEAMSTERS MISCELLANEOUS
SECURITY TRUST FUND in their
capacity as fiduciaries for the
15 TEAMSTERS MISCELLANEOUS
SECURITY TRUST FUND,

16 Plaintiff,

17 v.

18 FOASBERG LAUNDRY AND
19 CLEANERS, INC., a California
corporation, and DOES 1 through 10,
20 inclusive,

21 Defendant.

CV CASE NO. 13-0858JAK (SHx)

COMPLAINT FOR BREACH
OF CONTRACT; VIOLATION
OF ERISA; AND
ACCOUNTING

[29 U.S.C. §§1132, 1145
29 U.S.C. §185]

23 Plaintiff alleges as follows:

24 **JURISDICTION**

25 1. Jurisdiction is conferred upon this court under the Labor-Management
Relations Act of 1947, as amended ("LMRA"), §301(a), 29 U.S.C. §185(a), and the
26 Employee Retirement Income Security Act of 1974, as amended ("ERISA"), §502(e)
27 (1), 29 U.S.C. §1132(e)(1).

13 SEP 17 PM 3:18
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

FILED

VENUE

2 2. In accordance with ERISA §502(e)(2), 29 U.S.C. §1132(e)(2), venue is
3 appropriate in the Central District of California as the place where the Teamsters
4 Miscellaneous Security Trust Fund (“TMSTF”) is administered, and where the
5 contractual obligations alleged herein are to be performed.

PARTIES

7 3. The TMSTF is an express trust which was established pursuant to
8 collective bargaining agreements between various employers and local unions
9 affiliated with the International Brotherhood of Teamsters (“IBT”), in industries
10 affecting commerce. The Joint Council of Teamsters No. 42 Welfare Trust (“JC
11 Trust”) was an express trust established and maintained pursuant to collective
12 bargaining agreements between various employers and local unions affiliated with the
13 IBT. Effective June 1, 2012, the JC Trust merged into the TMSTF and as of the
14 merger effective date the TMSTF has the sole right and power to demand and receive
15 any and all assets of the JC Trust and to institute all proceedings for the collection of
16 contributions. As of date of the merger the JC Trust ceased to exist.

17 4. The JC Trust was created and up to the date of the merger, was
18 maintained pursuant to LMRA §302(c)(5), 29 U.S.C. §186(c)(5) as an “Employee
19 Welfare Benefit Plan” within the meaning and definition of ERISA § 3(1), 29 U.S.C.
20 § 1002(1) and a “multiemployer plan” within the meaning of ERISA § 3(37)(A), 29
U.S.C. § 1002(37)(A), and ERISA §515, 29 U.S.C. § 1145, subject to the provisions
21 of Section 302(c)(5) of the LMRA, 29 U.S.C. § 186(c)(5). The TMSTF was created
22 and is maintained pursuant to LMRA §302 (c)(5) of the LMRA, 29 U.S.C. §
23 186(c)(5) and is an “Employee Welfare Benefit Plan” within the meaning and
24 definition of ERISA § 3(1), 29 U.S.C. § 1002(1). It is a “multiemployer plan” within
25 the meaning of ERISA § 3(37)(A), 29 U.S.C. § 1002(37)(A), and ERISA §515, 29
U.S.C. § 1145, and is subject to the provisions of Section 302(c)(5) of the LMRA, 29
26 U.S.C. § 186(c)(5). The TMSTF is administered within the jurisdiction of this
27
28

District.

5. Plaintiff, the Board of Trustees of the TMSTF (“Plaintiff” or “Board”) is the administrator of the TMSTF, and its members are fiduciaries with respect to the TMSTF within the meaning of ERISA §21(A), 29 U.S.C. § 1002(21)(A)

6. Plaintiff is informed and believes and thereon alleges that during all times relevant herein defendant, Foasberg Laundry and Cleaners, Inc. ("Defendant" or "Foasberg") was and is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the City of Long Beach, within the jurisdiction of this district.

10 7. This complaint is prosecuted pursuant to the LMRA §301(a), 29 U.S.C.
11 §185(a), and pursuant to ERISA §§502 and 515, 29 U.S.C. §§1132 and 1145, to
12 enforce the provisions of ERISA against an employer engaged in an industry
13 affecting commerce.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

8. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 7, as if fully set forth herein.

18 9. At all times relevant herein, Defendant has been bound to a written
19 collective bargaining agreement (“Labor Agreement”) with Local 495 of the
20 International Brotherhood of Teamsters (“Union”), whereby the Defendant agreed to
21 make contributions to the TMSTF and the JC Trust on behalf of its employees
22 performing work covered by the Labor Agreement. On or about June 21, 2011, the
23 Defendant and Union entered into a “Letter of Understanding” extending the term of
24 the Labor Agreement and providing for revocation or cancellation upon 72 hours
25 notice. A true and correct copy of the “Letter of Understanding” is attached hereto
26 and incorporated herein as Exhibit “1.” On or about May 28, 2013, the Union sent
27 a letter disclaiming interest in the representation of the employees of Foasberg
28 effective “immediately.” Prior to the disclaimer of interest by the Union the Labor

1 Agreement remained in full force and effect. Accordingly, Foasberg was bound to the
2 terms and conditions of the Labor Agreement up to and including May 28, 2013. A
3 true and correct copy of the Union's disclaimer letter is attached hereto and
4 incorporated herein by this reference as Exhibit "2."

5 10. At the time Defendant executed the Labor Agreement, Defendant also
6 executed Trust Acceptances and Contract Data forms for both the JC Trust and for
7 the TMSTF, whereby Defendant became bound to the terms and conditions of the
8 Agreements and Declarations of Trust establishing the JC Trust and the TMSTF (the
9 "Trust Agreements") and agreed to pay contributions at specified rates to the TMSTF
10 and the JC Trust on behalf of employees performing bargaining unit work. A true
11 and correct copy of the Trust Acceptances and Contract Data forms executed by
12 Defendant are attached hereto as Exhibit "3." The Labor Agreement, Letter of
13 Understanding, and Trust Agreement are collectively referred to as "Agreements."

14 11. The Agreements require each employer to submit reports and pay
15 contributions to the TMSTF and the JC Trust on behalf of all covered employees on
16 the first (1st) day of the month for work performed during the previous month.
17 Reports and contributions are considered delinquent if not received or postmarked by
18 the twentieth (20th) day of the month following the month in which the work was
19 performed.

20 12. At all times mentioned herein, it was and now is impracticable and
21 extremely difficult to fix the amount of actual damage to the TMSTF and JC Trust as
22 a result of nonpayment of contributions. The amount agreed upon in the Trust
23 Agreements, as and for liquidated damages, represented and now represents a
24 reasonable endeavor to ascertain and compensate for the damages caused to the
25 TMSTF and JC Trust by the nonpayment of contributions and/or failure of an
26 employer to timely submit contributions to the respective Trusts. The Trust
27 Agreements set the amount assessed as and for liquidated damages, and not as a
28 penalty, at twenty percent (20%) of the delinquent contributions, or twenty-five

1 dollars (\$25.00), whichever amount is greater.

2 13. The Agreements further provide that, if an employer is delinquent with
3 submission of reports and/or contributions, an employer must pay interest on the
4 delinquent contributions at a specified rate, and any attorney fees and costs incurred
5 by the TMSTF for collection and/or enforcement. In addition, the Agreements
6 provide that, if a participant or beneficiary is denied benefits due to the employer's
7 failure to timely submit reports and pay contributions to the TMSTF, the employer
8 shall be held personally liable to the participant or beneficiary for any and all
9 resulting loss or damages.

10 14. At all times relevant herein, the Agreements have been in full force and
11 effect.

12 15. Plaintiff is informed and believes and upon that basis alleges that at all
13 times relevant herein, including the period of October 2009 to May 2013, Defendant
14 employed workers covered by the provisions of the Labor Agreement for whom
15 contributions were required to be paid to the TMSTF and JC Trust.

16 16. Plaintiff is informed and believes and upon that basis alleges that
17 Defendant failed to report and pay contributions at the rates required by the
18 Agreements in the total amount of \$96,024.00, as follows: for account number
19 108-02379-002, contributions in the amount of \$91,608.00 owed for the period of
20 October 2010 through May 2013; for account number 108-02379-001, contributions
21 in the amount of \$2,796.00 owed for the period of October 2009 through September
22 2010; and, for account number 125-06678-001, contributions in the amount of
23 \$1,620.00 owed for the period of June 2012 through September 2012.

24 17. Plaintiff is informed and believes and upon that basis alleges that
25 Defendant failed to timely report and pay contributions during the months of October
26 2009 to May 2013, and therefore owes liquidated damages on the unpaid
27 contributions as provided in and pursuant to the terms and conditions of the
28 Agreements.

18. Plaintiff is informed and believes and upon that basis alleges that the amount currently assessed as and for liquidated damages, and not as a penalty, on unpaid contributions for the months of October 2009 to May 2013 is \$21,237.60.

19. Plaintiff is informed and believes and upon that basis alleges that Defendant failed to timely report and pay contributions during the months of October 2009 to May 2013, and in accordance with the terms of the Trust Agreements interest has accrued and continues to accrue on all unpaid contributions from the dates due until paid at the rate of 3.25% per annum, as provided in and pursuant to the terms and conditions of the Agreements.

20. Plaintiff is informed and believes and upon that basis alleges that Defendant breached its obligation under the Agreements by failing to timely report and pay contributions to the TMSTF and JC Trust.

21. As a result of Defendant's failure to report and pay contributions, it has been necessary for the TMSTF to engage the law firm of Wohlner Kaplon Phillips Young & Cutler.

22. As a result of Defendant's breach of the Agreements, Plaintiff has been damaged in an amount equal to the amount of contributions determined to be due, and, in addition to contributions, liquidated damages, and interest, reasonable attorneys' fees and all costs incurred in enforcing the terms of the Agreements.

23. Plaintiff has complied with all conditions precedent, if any, to be performed under the terms of the Agreements.

SECOND CLAIM FOR RELIEF

(Violation of ERISA)

24. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 23, as if fully set forth herein.

25. By failing to accurately report and pay contributions to the TMSTF and the JC Trust in accordance with the Agreements, Defendant has violated section 515 of ERISA, 29 U.S.C. §1145. In accordance with the terms of the Agreements t and

1 pursuant to ERISA §§502(g)(2) and 515, 29 U.S.C. §§1132(g)(2) and 1145, Plaintiff
2 is entitled to and hereby demands, in addition to the payment of all contributions
3 owed by Defendant, an award of liquidated damages, and interest, reasonable
4 attorneys' fees and all costs incurred in enforcing the terms of the Agreements.

5 **THIRD CLAIM FOR RELIEF**

6 (Accounting)

7 26. Plaintiff realleges and incorporates herein by reference each and every
8 allegation contained in paragraphs 1 through 25, as if fully set forth herein.

9 27. The Agreements require Defendant to promptly file written reports and
10 to fully report and make contributions to the TMSTF and JC Trust for each hour of
11 covered work at the specified rates for all of Defendant's employees performing work
12 covered under the terms of the Agreements.

13 28. Plaintiff is informed and believes and upon that basis alleges that
14 Defendant failed to submit monthly employer reports detailing the names of its
15 employee(s) who performed work under the Agreements for the period of October
16 2010 through May 2013.

17 29. By failing to accurately report and pay contributions to the TMSTF and
18 JC Trust in accordance with the Agreements, Defendant has violated ERISA §515,
19 29 U.S. C. §1145. In accordance with the terms of the Agreements and pursuant to
20 ERISA §§ 502(g)(2)(E) and 515, 29 U.S.C. §§1132(g)(2)(E), Plaintiff demands as
21 other appropriate equitable relief that Defendant be ordered to submit all required
22 employer reports to the TMSTF. Without such relief, Plaintiff has no adequate or
23 speedy remedy at law, as Plaintiff is unable to ascertain the exact amount owed.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **WHEREFORE**, Plaintiff prays for judgment against defendant,
2 FOASBERG LAUNDRY AND CLEANERS, INC., a California corporation, as
3 follows:

4

5 **ON THE FIRST AND SECOND CLAIMS FOR RELIEF:**

6 1. For payment of contributions in the total sum of \$96,024.00 as follows:
7 for account number 108-02379-002, contributions in the amount of \$91,608.00 owed
8 for the period of October 2010 through May 2013; for account number
9 108-02379-001, contributions in the amount of \$2,796.00 owed for the period of
10 October 2009 through September 2010; and, for account number 125-06678-001,
11 contributions in the amount of \$1,620.00 owed for the period of June 2012 through
12 September 2012, and such additional amounts according to proof;

13 2. For payment of interest calculated at the rate of three and one quarter
14 percent (3.25%) per annum on all unpaid contributions from due dates to date of
15 payment;

16 3. For payment of liquidated damages on all late reports and/or reports
17 received without payment for the period of October 2009 to May 2013, calculated in
18 the sum of twenty percent (20%) of the delinquent of the unpaid contributions, or
19 twenty-five dollars (\$25.00), whichever amount is greater, as damages to the TMSTF
20 and JC Trust and not as a penalty, and such additional amounts according to proof;

21 4. For attorneys' fees and costs; and

22 5. For such other legal and equitable relief as the court deems appropriate,
23 and in accordance with section 502(g)(E) of ERISA, 29 U.S.C. §1132(g)(2)(E).

24

25 **ON THE THIRD CLAIM FOR RELIEF:**

26 6. For an order requiring Defendant to submit all delinquent contribution
27 reports as other equitable and legal relief under 502(g)(2)(E) of ERISA, 29 U.S.C.
28 §1132(g)(2)(E); and

1 7. For such other legal and equitable relief as the court deems appropriate,
2 and in accordance with section 502(g)(E) of ERISA, 29 U.S.C. §1132(g)(2)(E).

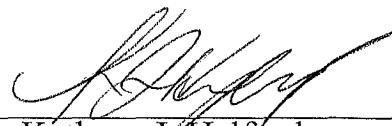
3 **AS TO ALL OF PLAINTIFFS' CLAIMS FOR RELIEF:**

4 8. For reasonable attorneys' fees;
5 9. For costs of this action;
6 10. For such other and further relief as the court deems
7 proper.

8

9 DATED: September 13, 2013

Kathryn J. Halford.
Elizabeth Rosenfeld
Michael Odoce
WOHLNER KAPLON PHILLIPS
YOUNG & CUTLER

12
13 By: 

14 Kathryn J. Halford
15 Attorneys for the Board of
16 Trustees of the Teamsters
17 Miscellaneous Security Trust Fund

EXHIBIT 1

TEAMSTERS AUTOMOTIVE, INDUSTRIAL AND ALLIED WORKERS LOCAL UNION NO. 495

R.M. "BOB" LENNOX
Secretary-Treasurer

RIGOBERTO "RIGO" TIRADO
President



"Letter of Understanding"

The undersigned parties hereto agree to amend the TERMINATION OF AGREEMENT, as set forth below:

1. Both Company and the Union agree to extend the terms and conditions of the current Labor Agreement, (covering June 1, 2008 through June 1, 2011, on a day-to-day basis until such time as a new collective bargaining agreement is renegotiated by the parties.
2. There shall be full retro-activity on all economic terms and conditions providing there is no disruption to the Employer's business during the period of extension.
3. This Agreement may be cancelled and revoked at any time by either party with 72 hours written notice of intent to cancel the Agreement.

In the event, the respective parties fail to reach an agreement, both parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal.

FOASBERG LAUNDRY
(DRIVER & OFFICE WORKERS)

By: Lynn Vanek

Title: CFO

Date: 6/21/11

TEAMSTERS AUTOMOTIVE, INDUSTRIAL
AND ALLIED WORKERS LOCAL NO. 495

By: Roger A. Diaz

Title: Business Representative

Date: June 9, 2011

EXHIBIT 2

TEAMSTERS AUTOMOTIVE, INDUSTRIAL AND ALLIED WORKERS LOCAL UNION NO. 495

R.M. "BOB" LENNOX
Secretary-Treasurer

GEORGE A. PARK
President



May 28, 2013

Ms. Lynett Vavrek
Chief Financial Officer
FOASBERG LAUNDRY
640 E. Wardlow Road
Long Beach, CA 90807

Dear Ms. Vavrek:

Please be advised that Teamsters Automotive, Industrial and Allied Workers Local No. 495, hereby disclaims all interest in representing the employees at Foasberg Laundry, effective immediately.

If you have any questions regarding this disclaimer, do not hesitate to contact my office at (626) 915-4954.

Sincerely,

**TEAMSTERS AUTOMOTIVE, INDUSTRIAL
AND ALLIED WORKERS LOCAL NO. 495**

George A. Park

George A. Park
President

GAP:re

EXHIBIT 3

Acct. No.

108-02379-001

108-22380-001

TRUST ACCEPTANCE AND CONTRACT DATA

(Must be completed and forwarded to the Administrative Office for all new participants or Contract Renewals)

Name of Employer FOASBERG LAUNDRY

Name of Association _____

(If an association with authority to sign on behalf of employers, attach list of names and addresses of each such employer)

Street Address 640 E. Wardlow Road

Billing Address _____

City Long BeachState CAZip 90807Employer is a Corporation X Partnership _____ Unincorporated Sole Proprietorship _____. Is it your intention to include owner, corporate officers, or other union-exempt personnel under this coverage, YES NO _____

(Separate Affidavit must be completed)

Approximate number of covered employees 12.

List other Teamster Locals who are party to this contract: _____

Title of the Agreement Drivers and Office WorkersDoes the Agreement contain a Maintenance of Benefits Clause? Yes X No _____

SU

MAY

Does the Agreement require contributions to the Western Conference of Teamsters Pension Trust Fund? Yes X No _____The undersigned Employer and Union hereby certify that a current written labor Agreement is in effect between the parties providing for contributions to the TEAMSTERS MISCELLANEOUS SECURITY TRUST FUND PLAN "D"
(Insert Name of Trust Fund)

The undersigned, by their execution of this Agreement and Declaration of Trust, consent to and accept the terms, conditions, and provisions of the Trust as it currently exists or as it may hereafter be amended. This acceptance shall be considered effective and operative upon its delivery to the Employer and Union Trustees and the written acceptance by such Trustees of this instrument. Accordingly, the undersigned agree that the Trustees named in the Trust, their successor Trustees elected pursuant to the provisions of said Trust and Alternate Trustees, if any, selected or elected pursuant to the provisions of said Trust are and shall be his or its representatives and consent to be bound by the acts of said Trustees, successor Trustees and Alternate Trustees, pursuant to the provisions of said Trust.

This acceptance shall terminate and become inoperative as to any and all action taken by the Trustees thereafter, when the signator here-to has no collective bargaining agreement to which he or it is a party providing for payments into the Trust.

If retiree contributions are provided for, the benefits so provided shall be limited to the assets of the fund allocated for retiree benefits. Further, if the employer ceases in obligation to contribute for retiree benefits, the right of retirees who last worked for such employers may likewise terminate forthwith.

**EFFECTIVE DATE OF CONTRIBUTIONS
(Required by Contract)**June 1, 2008June 1, 2008Hospital-Medical \$ 636 00

Dental \$ _____

Prescription \$ _____

Vision \$ 3 00

Retiree \$ _____

Add'l Life Ins. \$ _____

..... \$ _____

2011

Contract Expiration Date: June 1,Employer FOASBERG LAUNDRY Union TEAMSTERS LOCAL UNION NO. 495By Lynn Nance Date 8/18/08By George A. Park Date 8/11/08

(Print Name of Individual signing)

(Print Name of Individual signing)

Title CFO Phone No 324-2426Title Business Rep. Phone No 626.915.4954Acceptance by the Trust of the above named parties is hereby acknowledged and approved this 16th day of September 2008

The Trustees of the

Dated at Long Beach, California)By George A. Park Attest to**EXHIBIT 3****PAGE 12**

Acct. No.

125-06678-001

125-06678-002

TRUST ACCEPTANCE AND CONTRACT DATA

(Must be completed and forwarded to the Administrative Office for all new participants or Contract Renewals)

Name of Employer FOASBERG LAUNDRY

Name of Association

(If an association with authority to sign on behalf of employers, attach list of names and addresses of each such employer)

Street Address 640 E. Wardlow Road

Billing Address

City Long BeachState CAZip 90807Employer Is a Corporation Partnership Unincorporated Sole Proprietorship

Is it your intention to

Include owner, corporate officers, or other union-exempt personnel under this coverage YES NO

(Separate Affidavit must be completed)

Approximate number of covered employees 12

List other Teamster Locals who are party to this contract:

Title of the Agreement Drivers and Office WorkersDoes the Agreement contain a Maintenance of Benefits Clause? Yes No Does the Agreement require contributions to the Western Conference of Teamsters Pension Trust Fund? Yes No The undersigned Employer and Union hereby certify that a current written labor Agreement is in effect between the parties providing for contributions to the JOINT COUNCIL OF TEAMSTERS NO. 42 WELFARE TRUST FUND

(Insert Name of Trust Fund)

The undersigned, by their execution of this Agreement and Declaration of Trust, consent to and accept the terms, conditions, and provisions of the Trust as it currently exists or as it may hereafter be amended. This acceptance shall be considered effective and operative upon its delivery to the Employer and Union Trustees and the written acceptance by such Trustees of this instrument. Accordingly, the undersigned agree that the Trustees named in the Trust, their successor Trustees elected pursuant to the provisions of said Trust and Alternate Trustees, if any, selected or elected pursuant to the provisions of said Trust are and shall be his or its representatives and consent to be bound by the acts of said Trustees, successor Trustees and Alternate Trustees pursuant to the provisions of said Trust.

This acceptance shall terminate and become inoperative as to any and all action taken by the Trustees thereafter, when the signator here-to has no collective bargaining agreement to which he or it is a party providing for payments into the Trust.

If retiree contributions are provided for, the benefits so provided shall be limited to the assets of the fund allocated for retiree benefits. Further, if the employer ceases its obligation to contribute for retiree benefits, the right of retirees who last worked for such employers may likewise terminate forthwith.

EFFECTIVE DATE OF CONTRIBUTIONS
(Required by Contract)

June 1, 2008

June 1, 2008

Hospital/Medical	\$	50.00
Dental	\$	68.00
Prescription	\$	
Vision	\$	
Retiree	\$	
Add'l Life Ins.	\$	
	\$	

Contract Expiration Date: June 1,

2011

Employer FOASBERG LAUNDRYUnion TEAMSTERS LOCAL UNION NO. 495By Lynn Vavrele Date 8/18/08By George A. Park Date 8/11/08

(Print Name of Individual signing)

(Print Name of Individual signing)

Title CFOPhone No. 507-267345Title Business Rep.Phone No. 626.915.4954

Acceptance by the Trustee of the above named parties is hereby acknowledged and approved this

2008

The Trustees of the

day of

September

Dated at

(Signature) Joint Council of Teamsters No. 42 Welfare Trust Fund

EXHIBIT 3 PAGE 13

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge John A. Kronstadt and the assigned Magistrate Judge is Stephen J. Hillman.

The case number on all documents filed with the Court should read as follows:

2:13CV6858 JAK SHx

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

September 17, 2013

Date

By J.Prado

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Kathryn J. Halford (CA State Bar No. 68141)
 Sally S. Frontman (CA State Bar No. 227735)
 WOHLNER KAPLON PHILLIPS
 16501 Ventura Blvd., Suite 304, Encino, CA 91436

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE TEAMSTERS
 MISCELLANEOUS SECURITY TRUST FUND
 [see Additional Parties Attachment form]

PLAINTIFF(S)

v.

FOASBERG LAUNDRY AND CLEANERS, INC.,
 a California corporation, and DOES 1 through 10,
 inclusive,

DEFENDANT(S).

CASE NUMBER

CV13-6858 JAK (SHx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Wohlner Kaplon Phillips Young Cutler, whose address is 16501 Ventura Blvd., Suite 304, Encino, California 91436. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SEP 17 2013

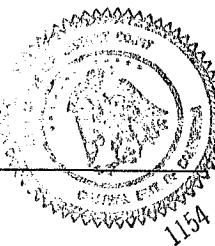
Clerk, U.S. District Court

Dated: _____

By: _____

JULIE PRADO

Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

SHORT TITLE:	CASE NUMBER:
Board of Trustees of the Teamsters v. Foasberg Laundry and Cleaners	

1 Attachment to Summons - CV-01A
2 Additional Parties Attachment Form
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Additional Plaintiffs:

in their capacity as fiduciaries for the TEAMSTERS MISCELLANEOUS SECURITY TRUST FUND,

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, **not** line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 2

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) BOARD OF TRUSTEES OF THE TEAMSTERS MISCELLANOUS SECURITY TRUST FUND in their capacity as fiduciaries for the TEAMSTERS MISCELLANEOUS SECURITY TRUST FUND,		DEFENDANTS FOASBERG LAUNDRY AND CLEANERS, INC., a California corporation, and DOES 1 through 10, inclusive,			
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Kathryn J. Halford (SBN 68141) Sally S. Frontman (SBN 227735) Wohlner Kaplan Phillips Young & Cutler (818) 501-8030 16501 Ventura Blvd., Ste 304, Encino, CA 91436		Attorneys (If Known)			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)			
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4		
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State PTF DEF <input type="checkbox"/> 5 <input type="checkbox"/> 5		
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation PTF DEF <input type="checkbox"/> 6 <input type="checkbox"/> 6		
IV. ORIGIN (Place an X in one box only.)					
<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge					
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)					
CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ _____					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) [29 U.S.C. Sections 1132, 1145 29 U.S.C. Section 185 - Specific Performance and Violation of Erisa]					
VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 447 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General Property Damage <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition PORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWFW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV13-6858

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

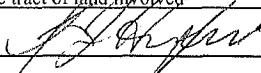
County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date September 13, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))